natural resources for the benefit of its citizens, or of that portion interested. This doctrine was the justification for allowing the state to appear as plaintiff in the recent cases for the protection of a state's resources from acts outside. *Georgia* v. *Tenn. Copper Co.*, 206 U. S. 230; see 21 HARV. L. REV. 132. How far a state may protect its resources from acts within its territory is still unsettled. Statutes similar to the one in the case, providing the terms on which gas, oil, and animals *ferae naturae* can be reduced to possession and so become private property, have been upheld. Thus, statutes preventing the killing of game to be taken outside the state and preventing the acquisition of gas for wasteful use are constitutional. *Geer* v. *Connecticut*, 161 U. S. 519; *Ohio Oil Co.* v. *Indiana*, 177 U. S. 190; but *cf. Manufacturers, etc., Co.* v. *Ind., etc., Co.*, 155 Ind. 545. But when such resources become private property by being reduced to possession, it would seem that the ordinary rules of the rights of property owners exist. See FREUND, POLICE POWER, §§ 422-3.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — PEONAGE. — A South Carolina statute provided that any farm laborer working under a contract who should receive advances and thereafter wilfully fail to perform the contract, should be guilty of a misdemeanor punishable by imprisonment. *Held*, that the statute is invalid, since it violates (1) the state constitution prohibiting imprisonment for debt; (2) the Thirteenth Amendment prohibiting involuntary servitude except as punishment for a crime; (3) the Fourteenth Amendment prohibiting the denial of equal protection of the laws; and (4) 14 Stat. at L. 546, abolishing peonage. Six justices dissented. *Ex parte Holman*, 60 S. E. 19 (S. C.).

For a discussion of the principles involved, see 17 HARV. L. REV. 121.

COURTS — JURISDICTION ON HOLIDAYS. — A statute prohibited certain judicial proceedings on holidays. Such proceedings were had in violation of the statute, but the relator failed to object. Later a judgment, based in part upon such proceedings, was entered on a judicial day. *Held*, that such judgment will not be set aside. *State ex rel. Walter* v. *Superior Court of Whitman County*, 94 Pac. 665 (Wash.).

It is generally held that when a statute creates a legal holiday but does not expressly prohibit judicial proceedings, such proceedings, held on that day, will not be void if no objection is taken at the time, though it is probable that if objection is raised at the proper time the court cannot compel the parties to proceed. *State* v. *Moore*, 104 N. C. 743. But where the statute expressly forbids the holding of court on a certain day, such day becomes *dies non juridicus*, and any proceedings held in violation of the prohibition will be void, regardless of whether or not objection was raised at the time, since the court is without jurisdiction. *Davidson* v. *Munsey*, 27 Utah 87. The present case seems to fall within the latter rule, and, since the court was without jurisdiction, failure to object at the time should have been immaterial, for a jurisdictional objection may be raised at any stage of proceedings. *Fowler* v. *Eddy*, 110 Pa. St. 117.

COVENANTS OF TITLE — COVENANTS OF SEISIN AND WARRANTY — BREACH BY POSSESSION ADVERSE TO GRANTOR. — The defendant conveyed land to the plaintiff with covenants of seisin and warranty. Subsequently the defendant sued A, who was in possession in ejectment. A set up possession for the statutory period and prevailed. *Held*, that there is a breach of both covenants. *Larson* v. *Goettl*, 114 N. W. 840 (Minn.).

When a possession adverse to the grantor has ripened into an indefeasible right at the time a conveyance with a covenant of seisin is made, the covenant is undoubtedly broken. *Wilson* v. *Forbes*, 2 Dev. (N. C.) 30. On principle it would seem that any possession adverse to the grantor should constitute a breach. See *Thomas* v. *Perry*, 1 Pet. (U. S. C. C.) 49. But there is some authority that a mere tortious possession does not come within the covenant. *Jerritt* v. *Weare*, 3 Price 575. In the present case, however, it does not appear whether or not, at the time of the grant, the adverse possession had continued for the statutory period. With regard to covenants of warranty, a distinction is un-

doubtedly made between an adverse possessor who holds under a paramount title and one who does not. If his right is complete at the time of the grant, it is generally held that this constitutes sufficient eviction to support an action for breach of the covenant. *Moore* v. *Vail*, 17 Ill. 185. But if the grantor has the paramount title a mere tortious adverse possession is not a breach of warranty. *Noonan* v. *Lee*, 2 Black (U. S.) 499.

DAMAGES — MEASURE OF DAMAGES — TROVER FOR CONVERSION OF GOODS IN TRANSIT. — The defendant, at Buffalo, seized certain horses shipped by the plaintiff from Chicago to Liverpool. The plaintiff brought trover for the conversion. *Held*, that the plaintiff may recover the market value of the horses at Liverpool less the cost of carriage and of effecting a sale there. *Wallingford* v. *Kaiser*, 191 N. Y. 392.

The general measure of damages in trover is the market value of the property at the time and place of conversion, with interest. *Spicer* v. *Waters*, 65 Barb. (N. Y.) 227. Where, however, a common carrier converts goods delivered for transportation, the universal rule is that the carrier is liable for the value of the goods at the place of destination. *Sturgess* v. *Bissell*, 46 N. Y. 462. But this rule of liability is based on the carrier's breach of either his common law or his contractual duty to deliver, and not on the mere conversion. To allow the plaintiff to recover in trover for his loss of profits is to allow him consequential damages, since his only direct loss is the loss of his property at the time and place of conversion. In this country it seems to be generally held that consequential damages are not recoverable in actions of trover. *Seymour* v. *Ives*, 46 Conn. 109. And the same is true in England unless special damage is alleged and proved. *Bodley* v. *Reynolds*, 8 Q. B. 779.

DEDICATION — RESTRICTIONS ON DEDICATION — LIMITATIONS IN AN IMPLIED DEDICATION. — A steam railroad constructed a crossing over its right of way, which was owned in fee. After the public had used it as an ordinary street for several years the railroad sought to enjoin a street railroad from using the crossing. *Held*, that the railroad is not entitled to the injunction. *Michigan Central R. Co.* v. *Hammond, W. & E. C. Elec. Ry. Co.*, 83 N. E. 650 (Ind., App. Ct.).

The operation of a street railroad is an ordinary use of a public street and is not an additional burden on the easement. *Taggart* v. *Newport St. Ry. Co.*, 16 R. I. 668. When a steam railroad obtains a right of way across a public street, it does so subject to the easement of the general public to use the street and therefore cannot object to its tracks being crossed by those of a street railroad. *Chicago, etc., Ry. Co.* v. *Whiting*, 139 Ind. 297; *C., B. & Q. R. R. Co.* v. *West Chicago St. R. R. Co.*, 156 Ill. 255. In the present case the public obtained the street by the implied dedication of the railroad, and it was argued that the dedication was limited to the easement of a foot and carriage way. If such a restricted dedication were made by deed or writing, it might be sustained, although to allow such restrictions seems contrary to sound public policy. See 21 HARV. L. REV. 356. To go further, allowing the dedicator to impose limitations on the apparent scope of his dedication by showing his intent, would be confusing and unjustifiable. When, as in this case, the evidence shows that a highway has been dedicated, all the customary uses of a highway are proper. *South East, etc., Ry. Co.* v. *Evansville, etc., Ry. Co.*, 82 N. E. 765 (Ind.).

EASEMENTS — PRESCRIPTION — INTERRUPTION BY INCREASING BURDEN. — The defendant erected and operated a two-track elevated railroad for seventeen years. It then erected a third track between the two on the same supports, and maintained it for five years. The plaintiff, an abutting owner, sued for interference with his easements of light, air, and access. *Held*, that the defendant has not acquired a prescriptive right to maintain the original tracks. *Roosevelt* v. *N. Y. El. R. R. Co.*, 38 N. Y. L. J. 2515 (N. Y., Sup. Ct., March, 1908).

The fact that the defendant's charter contains a provision for compensation of abutting owners does not prevent its user from being adverse. *Lehigh Valley R. R. Co.* v. *McFarlan*, 43 N. J. L. 605. The whole question therefore is